

DEPARTMENT OF BOATING AND WATERWAYS

2000 Evergreen Street, Suite 100
SACRAMENTO, CA 95815-3888
(916) 263-1331



**REQUEST FOR PROPOSAL
Notice to Prospective Proposers**

March 3, 2008

You are invited to review and respond to this Request for Proposal (RFP), entitled RFP 08-CVA , Clean Vessel Multi Media Campaign. In submitting your proposal, you must comply with these instructions.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site www.ols.dgs.ca.gov/Standard+Language/default.htm. If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

In the opinion of the Department of Boating and Waterways, this RFP is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this RFP is:

Kevin Atkinson
Department of Boating & Waterways
916-263-8149

Please note no *verbal* information given will be binding upon the State unless such information is issued in writing as on official addendum.

Kevin Atkinson
Contact Administrator

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** These documents are not required with the Proposal package but are required upon award of the contract.

A) Purpose and Description of Services

The California Department of Boating & Waterways (hereafter Department) is seeking proposals from qualified advertising agencies that utilize innovative and creative techniques and methods to execute a statewide media campaign to encourage California boaters to dispose of raw sewage properly and to “pull in and pull out” at shore-side pumpout facilities.

Background

California is one of the nation’s most popular boating states with nearly one million registered recreational boats. Boaters are attracted by the state’s mild Mediterranean climate, thousands of miles of inland waterway and nearly 1,100 miles of Pacific Ocean coastline. Because of California’s large population, municipal, agricultural, environmental, and recreational users place severe demands on the state’s water resources. Protecting water quality is essential and is everyone’s best interest.

Years ago industrial and sewage treatment plants were the primary sources of water pollution. Today, fifty to eighty percent of all water quality problems are the result of non-point source pollution (pollution from sources that are not fixed locations). The 1992 Clean Vessel Act identified vessel sewage discharges as “a substantial contributor to localized degradation of water quality in the United States.”

When recreational boaters fail to dispose of boat sewage properly, they add substantially to the pollution problem. Raw or poorly treated sewage can spread disease, contaminate shellfish beds, contribute unsightly floatables and lower oxygen levels in water leading to fish kills.

Although it is illegal to discharge raw sewage into the territorial waters of the U.S., some boaters still dump overboard. One boater’s discharge may not seem important, but it can have a significant impact in near-shore waters where there are swimmers or shellfish beds. A weekend boater flushing untreated sewage into the water produces the same amount of bacterial pollution as that of 10,000 persons whose sewage passes through treatment plant.

Boaters are not required to have an installed toilet onboard and most use shore side toilets. Those with an installed toilet must treat their sewage before overboard discharge or contain it in a holding tank for disposal at an onshore pumpout facility. A “Y” valve on most boats gives vessel owners the option to direct sewage overboard or into a holding tank.

This media campaign is aimed at two different groups of boaters: (1) boaters with holding tanks on-board their vessels – primarily found on coastal waters, (2) boaters without holding tanks – primarily found on inland lakes and reservoirs. The messages however, should serve as a general reminder to all boaters to keep California’s water clean.

Scope of Work

A print, radio and internet media campaign is needed to reach California boaters with a message about clean boating practices related to vessel sewage discharges. Ads need to be placed in targeted boating publications and possibly some boating directories and fishing publications. Suitable boating and fishing publications in various regions need to be identified and space purchased to achieve the best coverage for the least cost. Proposals should recommend three or

more different ads and messages that may be developed in conjunction with and with the approval of the Department, for use in the publications.

1. Approximately 40-50% of the budget should be directed to the development and placement of the radio media tasks.
2. Approximately 15% of the budget should be directed to the development and placement of the print/publication tasks.

There are existing 0:60 second and 0:30 PSAs that may be used initially to start the contract work. Proposals should recommend new creative to be developed and allow budget to cover any recommended production of radio spots to air on targeted sports and fishing radio programs and general market radio within 90 days of contract award.

The successful bidder will identify suitable sports and fishing radio programs and general market radio stations in the three targeted regions: Southern California, Central California and Northern California. The media should have a state wide exposure and media outreach should be portioned to the actual number of boaters of the three regions. Boater numbers will be given by the Department upon signing of the contract.

Print media should be inserted into California based boating publications that target boaters in the coastal and inland regions of the state. Past publications have included Bay & Delta Yachtsman, Latitude 38, The Log, and Western Outdoor Newspaper. PSA messages should be designed to target the different audiences - inland & coastal boaters. Print media work shall include a subscription to each publication utilized in the campaign to be sent to the Department Contract Coordinator.

An internet component for the campaign needs to be developed and implemented. The Department currently has some information on-line. This information needs to be given a new look, updated, and additional information integrated into a complete and easily usable site. The existing clean vessel / pump-out station information can be found at: www.dbw.ca.gov/environmetal and www.boatresponsibly.com/cleanvessel.

Additional suggestions for reaching the targeted audience are also welcome (cost not to exceed the stated budget).

Proposers should prepare and submit a detailed work plan outlining the proposed methods to reach the targeted audiences in the three regions using radio spots and publication ads. The work plan should show how radio sports and fishing programs will be selected and should include demographic information such as age and gender of audience, cost per point, Arbitron ratings, and estimated total reach and frequency. Contractor should submit a timeframe for the entire outreach project including the development and approval of products, media negotiations and purchases, actual running time for ads, deadline for completing the project, and submission of a written summary of results with number of people reached, total number of ads in each publication, and number and times of radio spots per station and region.

Ownership of Products

All products developed become sole property of the California Department of Boating and Waterways. No additional fees shall be required for future use of the products. All products developed shall be submitted to the Department in electronic format and hard-copy format. Copyrights shall also be secured by the contractor for DBW.

Timeframe

This is a 1 year contract. The contract is anticipated to begin June 1, 2008 with a completion date of May 31, 2009.

The contract will also include a renewal option, pending approval by the Department of General Services, for two (2) additional years at the sole discretion of DBW.

Budget

a. This contract is for \$650,000. A requirement of the contract is to provide a minimum 33-1/3% match in bonus media on the entire \$650,000 amount (minimum match required = \$216,667).

b. Contract Award

- Award of contract may not be made to any Contractor unless an agreement can be secured for all general and special contract provisions.
- Award will not be made to a Contractor whose proposed period of performance is not within a period of time acceptable to the DBW.
- Award is contingent upon minimum 33-1/3% program match. A letter from the proposed media vendor(s) must be included verifying that a minimum 33-1/3% or more bonus media will be provided.

B) Minimum Qualifications - Proposal Requirements

In order to compete in this RFP you must be an established full-service advertising / media agency and have a currently fully-functioning California-based office with key personnel and equipment to service this account. Agency must currently be licensed to do business in the State of California. Familiarity with boating practices and a demonstrated ability to communicate with boaters is required. Key management staff must have at least five years boating or conservation related advertising experience.

C) Proposal Requirements and Information

The following elements are required in all proposals. Any proposal not meeting the minimum requirements will not be considered. Proposals shall be scored (as indicated) for each offer that meets the minimum qualifications.

1) Key Action Dates

Time schedule: It is recognized that time is of the essence. All proposers are hereby advised of the following schedule and will be expected to adhere to the required dates and times.

<u>Event</u>	<u>Date</u>
RFP available to prospective proposers	March 5, 2008
Written Question Submittal Deadline	March 13, 2008
Final Date for Proposal Submission	April 4, 2008 @ 1:00 p.m.
RFP Proposal Opening	April 7, 2008
Notice of Intent to Award	April 21, 2008
Proposed Award Date	April 29, 2008

2) Clean Vessel Media Campaign Proposal Format and Content:

2.1 Campaign Proposal Format: (Pass or Fail)

- a. **CLEARLY LABEL YOUR PROPOSAL** – “*Insert Company Name – EXHIBIT A*”. Please place this label at the top of each page and also number all document pages.

Note: When completing proposal, always list question number and restate the proposal question followed by the answer.

- b) Table of Contents: For the Narrative Component and Worksheets Include a table of contents, number all pages, and order contents in the following manner:
- 1) Agency
 - 2) Past Campaigns
 - 3) Campaign Proposal
 - 4) Worksheets
 - 5) Creative Recommendations
 - 6) Evaluation Plan
 - 7) Required Attachments

2.2 Qualifications and Experience: (max 65 pts)

- a. Proposals will be evaluated based on the Contractor’s level of experience and background in performance of similar projects. Specialized experience of key personnel on similar projects will be considered essential. Familiarity with boating practices and a demonstrated ability to communicate with boaters is required. Key management staff must have at least five years boating or conservation related advertising experience.

Agency Profile: (max 15 pts)

Provide documentation that your agency satisfies the following requirements:

1. Your agency is an established full-service media agency and has currently fully-functioning California-based office with key personnel and equipment to service this account. Agency must be currently licensed to do business in the State of California. (max 5 pts)
 2. Your firm has been in existence as a business entity providing services similar to those required in this proposal for a minimum of 5 years. (max 5 pts)
 3. Letters of Reference/Articles/Documents that support your agency's reputation. List companies or individuals that your agency has contracted with or provided multi-media campaign services to during the previous 5 years. (Attachment 4) (max 5 pts)
- b. Project Personnel: (max 10 pts)
- Provide resumes of all personnel to be assigned to the DBW project. Include experience with statewide awareness campaigns and similar type projects – both at current agency ad with previous employers, if applicable. Focus on the following experience and knowledge:
1. Statewide Public Awareness Campaigns
 2. Transportation Campaigns
 3. Specific expertise with boating related or environmental awareness campaigns.
 4. Experience targeting specific populations as needed by various components of this RFP.
- c. Experience – Past Campaigns and Samples: (max 40 pts)
1. Provide an Executive Summary of one completed project similar to the type described in this RFP. Include client references for 3 similar campaigns. (max 5 pts)
 2. Describe your agency's expertise and experience in developing, implementing, and evaluating statewide media campaigns. (max 25 pts)
 3. Provide a description of either or both of the following: (1) special event development experience, (2) promotions using corporate partnerships. (max 10 pts)

2.3 Proposal for Clean Vessel Media Campaign (max 70 pts total)

- a. The proposal will be evaluated based on the adequacy of the response to all the requirements of this RFP and must include all information specifically required in all sections of the RFP. Evaluations will include understanding of the scope of work, proposed project management, cost control and unique and creative approach to work plan.

1. Describe the overall concept of proposed campaign. (max 5 pts)
2. How will your agency meet the needs and objectives of this campaign in a creative and innovative way? (max 5 pts)
3. What's the frequency in which the audience will be exposed to the clean vessel messages? (max 5 pts)
4. Include proposed radio and periodical media design recommendations to effectively reach the highest number or percentage of our target audience for each area. (max 5 pts)
5. Include proposed broadcast times for radio spots to effectively reach the highest number or percentage of our target audience listeners for each market. (max 5 pts)
6. Submit radio Arbitron rating information for stations proposed in each market. (max 5 pts)
7. Targeting: Describe how your company would effectively market the proposal campaign to reach the targeted audience. Be specific in demonstrating the effective reach and target for each media vehicle associated with this proposal and detail how your agency determines this. (max 5 pts)
8. Creative Recommendations
 - a. Submit 3 or more creative recommendations for radio (script only) or print advertising incorporating a clean boating message about the responsibility of boaters to use pumpout stations into the Department's general message statement: "If it's your boat, it's YOUR responsibility." (max 20 pts)

NOTE: Creative recommendations submitted as required for this RFP are to be considered as "examples of the agencies creativity" for the purposes of this RFP only. Creative recommendations submitted are not to be considered as "final" creative ideas for this campaign. Additional creative work may be required at the sole discretion of DBW. Costs for additional creative work should be included in the proposer's cost summary.
 - b. Include a description of added value and donations of space and airtime included your proposal. (max 5 pts)
 - c. Include a description of promotional opportunities, other than airtime, associated with the campaign. (max 5 pts)
9. Proposed Plan For Evaluation: (max 5 pts)

Describe how your agency would evaluate the overall effectiveness of the clean vessel awareness campaign.

3) **Work Plan and Work Schedule Requirements (max 10 pts)**

- a) The proposer shall develop a work plan or schedule for task completion. Identify each major task, necessary subtask, and/or specific milestones by which progress can be measured and payments made.
- b) Due to budget constraints and in the spirit of fiscal responsibility all meetings and production of radio and print media shall be done within a 30-mile radius of Sacramento, California, unless approved in advance by the Department. Any travel required by the Department staff in relation to the production of work outside of the 30 mile radius shall be paid for by the Contractor. These travel costs shall include airfare, rental car and overnight accommodations if necessary.

4) **Bonus Media Value (max 50 pts)**

- a. Contract award is contingent upon a minimum 33-1/3% program match (\$216,667.00) in bonus media. A letter(s) from the proposed media vendor(s) must be included verifying that a minimum 33-1/3% or more bonus media will be provided. This requirement will be ranked: Pass or Fail.

Failure to provide letter(s) from the proposed media vendor(s) that total less than the required minimum of 33-1/3% bonus media will eliminate the RFP response from further consideration.

- b. Additional points will be awarded for Bonus Media Value provided above the minimum required 33-1/3 % level.
- c. Failure by the successful contractor to provide the proposed level of RFP bonus media match during the term of the contract will result in a 10% penalty assessed against the contract funds due. The penalty shall be calculated as "total value of RFP Bonus media proposed x 10%". This amount will be deducted from the contract payments due to the contractor.
- d. The bonus media value will be awarded points as per the following schedule:
 1. Minimum 33 1/3% Minimum Bonus Media Match = 30 Points
 2. 34% to 40% Bonus Media Match = 40 Points
 3. 41% or greater Bonus Media Match = 50 Points

5) **Cost Detail Format and Requirements (max 70 pts)**

- a. The proposed costs should be broken down and included in the Work Plan and Work Schedule for the purpose of this proposal. The total contract costs of all tasks and milestones cannot exceed \$650,000 (not including required bonus media match). The cost detail should show both the contract costs (maximum \$650,000) and the added value brought to the campaign. Use the Sample Cost Proposal Worksheet (Attachment 3) as a guide in preparing your cost proposal. Keep the following in mind:
 1. How your agency recommends allocating the total budget available. Include media plan recommendation, budget set aside for production of recommended creative.

2. Cost section should include media costs to purchase the proposed media plan and proposed creative production costs along with commissions.
3. Show proposed “added value” to be brought to the campaign.
4. Cost Points will be awarded per procedure outlined in Section 7.1 B – Contract Cost.

6) **Submission of Proposal**

- a) Proposals should provide straightforward and concise descriptions of the proposer's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies or misstatements may be cause for rejection of a proposal.
- b) The proposal package should be prepared in the least expensive method.
- c) All proposals must be submitted under **sealed** cover and sent to Department of Boating & Waterways by dates and times shown in Section C, Item 1) Key Action Dates (page 7). Proposals received after this date and time will not be considered.
- d) An original and 3 hard copies of the proposal must be submitted. In addition, submit 1 electronic version on CD.
- e) The original proposal must be marked "ORIGINAL COPY". All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original package.
- f) The proposal envelopes must be plainly marked with the RFP number and title, your firm name and address, and must be marked with "DO NOT OPEN", as shown in the following example:

(Agency Name and Address)
RFP #08-CVA
Clean Vessel Multi Media Campaign

DO NOT OPEN

If the proposal is made under a fictitious name or business title, the actual legal name of proposer must be provided.

Proposals not submitted under sealed cover and marked as indicated may be rejected.

- g) All proposals shall include the documents identified in Section E, Required Attachment Checklist (Attachment # 1, see page 17). Proposals not including the proper "required attachments" shall be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements.
- h) Mail or deliver proposals to the following address:

U.S. Postal Service DeliveriesHand Deliveries

(UPS, Express Mail, Federal Express)

Department of Boating & Waterways
Attn: Kevin Atkinson
2000 Evergreen Street, Suite 100
Sacramento, CA 95815

- i) Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a proposal to be rejected.
- j) A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all proposals and may waive an immaterial deviation in a proposal. The State's waiver of an immaterial deviation shall in no way modify the RFP document or excuse the proposer from full compliance with all requirements if awarded the agreement.
- k) Costs incurred for developing proposals and in anticipation of award of the agreement are entirely the responsibility of the proposer and shall not be charged to the State of California.
- l) An individual who is authorized to bind the proposing firm contractually shall sign the Attachment 2, Proposal/Proposer Certification Sheet, see page 18. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.
- m) A proposer may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline as set forth in the Key Action Dates. Proposal modifications offered in any other manner, oral or written, will not be considered.
- n) A proposer may withdraw its proposal by submitting a written withdrawal request to the State, signed by the proposer or an authorized agent in accordance with h) above. A proposer may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.
- o) The awarding agency may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package.
- p) The awarding agency reserves the right to reject all proposals. The agency is not required to award an agreement.
- q) Before submitting a response to this solicitation, bidders should review, correct all errors and confirm compliance with the RFP requirements.
- r) Where applicable, proposer should carefully examine work sites and specifications. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.

- s) More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered.
- t) The State does not accept alternate contract language from a prospective contractor. A proposal with such language will be considered a counter proposal and will be rejected. The State’s General Terms and Conditions (GTC) are not negotiable.
- u) No oral understanding or agreement shall be binding on either party.

7) **Evaluation Process**

- a) At the time of proposal opening, each proposal will be checked for the presence or absence of required information in conformance with the submission requirements of this RFP.
- b) Proposals that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the proposer, may be rejected.
- c) Award, if made, will be to the highest scored responsible proposal.

7.1 Proposal Evaluation: CLEAN VESSEL MULTI-MEDIA CAMPAIGN, RFP 08-CVA

Proposals must score a minimum of 120 points in the Technical Proposal Evaluation in order to be considered responsive to the statement of work requirements and to be considered fully capable of performing the required services. Certified Small Business Points will be counted toward the minimum 120 points required for a responsive proposal).

A. Technical Proposal:

1. Mandatory Minimum Requirements Submitted	Pass/Fail
2. Agency Profile	Max 15 Points
3. Project Personnel	Max 10 Points
4. Experience	Max 40 Points
5. Campaign Proposal	Max 70 Points
6 Work Plan	Max 10 pts
7. Bonus Media Value	Max 50 pts
Certified Small Business (if applicable)	5 pts
Total Technical Points	Max 200 pts

B. Contract Cost:

The “Labor and Production Costs from Attachment 3, will be converted into a “Point Score”. Using the “cost factor” system each proposal’s Labor and Production Cost (L&P Cost), will then be converted into a final point score and factored into the overall score.

The Point Score will be awarded in the following manner:

- (1) From the proposals determine the lowest L&P Cost.
- (2) For each proposal use the lowest L&P Cost as the NUMERATOR and the proposal's L&P Cost as the DENOMINATOR. The result is the COST FACTOR.
- (3) Multiply the total number of points to be awarded for L&P Costs by each bidder's Cost Factor.

EXAMPLE: Maximum Cost Points = 70 pts

Assume Lowest Proposer's L&P Costs = \$100,000

Lowest Proposer Cost Points = $\$100K/\$100K \times 70 \text{ pts} = 70 \text{ points awarded}$

2nd Lowest Proposer's L&P Costs = \$125,000

2nd Lowest Proposer's Cost Points = $\$100K/125K \times 70 \text{ pts} = 56 \text{ points awarded}$

C. Award

The successful proposal will be the proposal with the highest Technical Points + highest Cost Point Score.

Maximum Total points = 270 Points

8) **Award and Protest**

- a) Notice of the proposed award shall be posted in a public place in the office of Department of Boating & Waterways, 2000 Evergreen Street, Suite 100, Sacramento, CA, and on the following Internet site: www.dbw.ca.gov for five (5) working days prior to awarding the agreement.
- b) If any proposer, prior to the award of agreement, files a protest with the Department of Boating & Waterways and the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605, on the grounds that the (protesting) proposer would have been awarded the contract had the agency correctly applied the evaluation standard in the RFP, or if the agency followed the evaluation and scoring methods in the RFP, the agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter. It is suggested that you submit any protest by certified or registered mail.
- c) Within five (5) days after filing the initial protest, the protesting proposer shall file with the Department of General Services, Office of Legal Services and the Department of Boating & Waterways a detailed statement specifying the grounds for the protest.
- d) Upon resolution of the protest and award of the agreement, Contractor must complete and submit to the awarding agency the Payee Data Record (STD 204), to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. This form can be found on the Internet at www.osp.dgs.ca.gov under the heading FORMS MANAGEMENT

CENTER. No payment shall be made unless a completed STD 204 has been returned to the awarding agency.

- e) Upon resolution of the protest and award of the agreement, Contractor must sign and submit to the awarding agency, *page one (1)* of the Contractor Certification Clauses (CCC), which can be found on the Internet at www.dgs.ca.gov/contracts.

9) **Disposition of Proposals**

- a) Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.
- b) Proposal packages may be returned only at the proposer's expense, unless such expense is waived by the awarding agency.

10) **Agreement Execution and Performance**

- b) Performance shall start not later than 10 days, or on the express date set by the awarding agency and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's Proposal price and the actual cost of performing work by another contractor.
- c) All performance under the agreement shall be completed on or before the termination date of the agreement.

D) **Preference Programs**

- 1. **Small Business Preference** - www.pd.dgs.ca.gov

E) **Required Attachments**

- 1. **DVBE Requirements:** DVBE participation is required as part of this RFP.

An explanation of the Disabled Veteran Enterprise Program (DVBE) requirements can be found at the Internet web site www.pd.dgs.ca.gov/dvbe. Select "DVBE Resource Packet" under "Quick Links".

The DVBE package and the required submittal forms can be found at the Internet website www.pd.dgs.ca.gov and select DVBE Participation Solicitation Package Attachment and Summary.

NOTE: The bid proposers are exempted from the advertisement requirements of the Disabled Veteran Enterprise Program (DVBE) for this proposal.

- 11) Refer to the following pages for additional Required Attachments that are a part of this agreement.

ATTACHMENT 1

REQUIRED ATTACHMENT CHECK LIST

A complete proposal or proposal package will consist of the items identified below. Complete this checklist to confirm the items in your proposal. Place a check mark or "X" next to each item that you are submitting to the State. For your proposal to be responsive, all required attachments must be returned. This checklist should be returned with your proposal package also.

<u>Attachment</u>	<u>Attachment Name/Description</u>
_____ Attachment 1	Required Attachment Check List
_____ Attachment 2	Proposal/Proposer Certification Sheet
_____ Attachment 3	Cost Sheet
_____ Attachment 4	Proposer References
_____ Attachment 5	Disabled Veteran Business Enterprise Participation Forms and Instructions *DVBE forms and information can be found at: www.pd.dgs.ca.gov/dvbe Std. 840 Disabled Veteran Business Enterprise Participation Summary (page 1). Good Faith Effort Documentation – Exhibit A (3 pages)

ATTACHMENT 2

PROPOSAL/PROPOSER CERTIFICATION SHEET

This Proposal/Proposer Certification Sheet must be signed and returned along with all the "required attachments" as an entire package in duplicate with original signatures. The proposal must be transmitted in a sealed envelope in accordance with RFP instructions.

Do not return the "Sample Agreement" at the end of this RFP.

- A. Place all required attachments behind this certification sheet.
- B. I have read and understand the DVBE Participation requirements and have included documentation demonstrating that I have met the participation goals or have made a good faith effort.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.

**An Unsigned Proposal/Proposer Certification Sheet
May Be Cause For Rejection**

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
9. Indicate applicable license and/or certification information:		
10. Proposer's Name (Print)		11. Title
12. Signature		13. Date
14. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:		
a. California Small Business Yes <input type="checkbox"/> No <input type="checkbox"/>		
If yes, enter certification number: _____		
b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/>		
No <input type="checkbox"/>		
If yes, enter your service code below: _____		
NOTE: A copy of your Certification is required to be included if either of the above items is checked		
Date application was submitted to OSBCR, if an application is pending:		

Completion Instructions for Proposal/Proposer Certification Sheet

Complete the numbered items on the
Proposal/Proposer Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
10, 11, 12, 13	Must be completed. These items are self-explanatory.
14	If certified as a California Small Business, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

ATTACHMENT 3 - Required

SAMPLE COST PROPOSAL WORKSHEET

Clean Vessel Act Multi Media Campaign Creative Recommendations

- Itemized cost list (include production costs, creative costs, commissions, fees, etc)

ITEM	CONTRACT COSTS	ADDED VALUE	TOTAL VALUE
<u>Media Placement</u>			
Radio Media			
Print Media			
Web Media			
Other Media (describe)			
Promotions			
Subtotal			
<u>Labor / Production</u>			
Creative & Production			
Research & Evaluation			
Direct Labor			
Commissions & Fees			
Travel, Dubs, Shipping			
Misc. Costs			
Subtotal			
TOTAL COSTS	\$650,000		

ENTER COMPANY NAME: _____

ATTACHMENT 4

PROPOSER REFERENCES

Submission of this attachment is mandatory. Failure to complete and return this attachment with your proposal will cause your proposal to be rejected and deemed nonresponsive.

List below three references for services performed within the last five years, which are similar to the scope of work to be performed in this contract. If three references cannot be provided, please explain why on an attached sheet of paper.

REFERENCE 1			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

REFERENCE 2			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

REFERENCE 3			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

ATTACHMENT 5

DISABLED VETERAN ENTERPRISE PROGRAM (DVBE)

DVBE participation is required as part of this RFP.

Disabled Veteran Business Enterprise Participation Forms and Instructions *DVBE forms and information can be found at: www.pd.dgs.ca.gov/dvbe

Insert all applicable forms:

Std. 840 Disabled Veteran Business Enterprise Participation Summary (page 1).

Good Faith Effort Documentation – Exhibit A (3 pages)

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____

AGREEMENT NUMBER	AMENDMENT NUMBER
REGISTRATION NUMBER	

- This Agreement is entered into between the State Agency and Contractor named below:
STATE AGENCY'S NAME
DEPARTMENT OF BOATING & WATERWAYS (DEPARTMENT)
CONTRACTOR'S NAME
SAMPLE
- The term of this Agreement is _____ through _____
- The maximum amount of this Agreement after this amendment is: \$ _____
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Included by reference General Terms and Conditions and Contractor Certification Clauses that may be view and download at Internet site www.ols.dgs.ca.gov/Standard+Language/default.htm.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME <i>(If other than an individual, state whether a corporation, partnership, etc.)</i>		
SAMPLE		
BY <i>(Authorized Signature)</i>	DATE SIGNED <i>(Do not type)</i>	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
STATE OF CALIFORNIA		<input type="checkbox"/> Exempt per:
AGENCY NAME		
DEPARTMENT OF BOATING & WATERWAYS		
BY <i>(Authorized Signature)</i>	DATE SIGNED <i>(Do not type)</i>	
PRINTED NAME AND TITLE OF PERSON SIGNING		
RAYNOR TSUNEYOSHI, Director		
ADDRESS		
2000 EVERGREEN STREET, SACRAMENTO, CA, 95815-3888		

Additional Forms, Certifications Clauses and Special Terms and Conditions required upon award of contract.

**These documents are not required with the Proposal package but are required upon award of the contract.

Exhibit A: Scope of Work

The Contractor response to RFP 08-CVA will be included as Exhibit A in the contract.

Exhibit B: Budget Detail

The Contractor response to RFP 08-CVA – Attachment 3, and other clarifications as required by the Department will be included as Exhibit B in the contract.

Exhibit C: General terms and Conditions (GTC 307) **

The successful Contractor agrees to the terms of the General Terms and Conditions (GTC 307), which can be found on the Internet at:

<http://www.ols.dgs.ca.gov/Standard%20Language/default.htm>

Exhibit D: Special Terms and Conditions - Clean Vessel Multi-Media Campaign**

The successful Contractor must sign and submit to the awarding agency the Special Terms and Conditions - Clean Vessel Multi-Media Campaign, which is attached for your information.

Payee Data Record (STD 204)**

The successful contractor must complete and submit to the awarding agency the Payee Data Record (STD 204). This form can be found on the Internet at

www.documents.dgs.ca.gov/osp/pdf/std204.pdf.

Contractor Certification Clauses (CCC 307) (page 1)**

The successful Contractor must sign and submit to the awarding agency the Contractor Certification Clauses (CCC 304), which can be found on the Internet at:

<http://www.ols.dgs.ca.gov/Standard%20Language/default.htm>

**CLEAN VESSEL MULTI-MEDIA CAMPAIGN
SPECIAL TERMS AND CONDITIONS - (EXHIBIT D)**

STATE OF CALIFORNIA
Department of Boating and Waterways
2000 Evergreen Street, Suite 100
Sacramento, CA 95815

AGENCY LIABILITY

The contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provide by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

APPROPRIATED FUND

The State's obligation under this contract is contingent upon and subject to the availability of funds appropriated for this contract.

ADDITIONAL DOCUMENTS

The Contractor and the State agree to execute such additional documents, and perform such further acts, as may be reasonable and necessary to carry out the provisions of this Agreement.

AMBIGUITIES NOT HELD AGAINST DRAFTER

This Agreement having been freely and voluntarily negotiated by all parties, the rule that ambiguous contractual provisions are construed against the drafter of the provision shall be inapplicable to this Agreement.

QUALITY AND FINANCIAL AUDITS

During and for three years after the term of this Agreement, or until the final payment under this Agreement, whichever is later, the Contractor agrees that the State, its authorized representatives, and such consultants and specialists as needed, as well as the State Auditor, will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. The Contractor agrees to provide the applicable state agencies or their representatives, consultants, and specialists with any requested information connected with performance of this agreement and shall permit the agencies or their representatives, consultants, and specialists access to its premises upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be under investigation. If an audit, review, examination or

evaluation is commenced during the time specified herein, Contractor shall continue to provide access as specified above until the audit, review, examination or evaluation is completed.

The State may make periodic audits and review, examinations or evaluations at its expense regarding the Contractor's performance under this Agreement, including but not limited to the quality of the services rendered pursuant to this agreement. The State may also audit and examine records and accounts, which pertain, directly or indirectly, to the Contractor (including its parent corporation). The Contractor shall cooperate fully with such auditors; however, such audit shall not interfere with the administration of the Contract, or with the administration of the Contractor.

Audits, review, examinations or evaluations may be undertaken directly by the State, or by the Office of the State Auditor, or by third parties engaged by the State, including accountants, consultants and physicians. The Contractor shall cooperate fully with the State or any such third party in connection with such audit, review, examination or evaluation.

All adjustments, payments, and/or reimbursements determined to be necessary by an audit, review, examination or evaluation shall be made promptly by the appropriate party.

The Contractor shall have the opportunity, prior to the release of the audit, review, examination or evaluation report, to review the draft and to include in the report its responses to issues raised by the report.

BINDING EFFECT

This Agreement, any instrument or agreement executed pursuant to this Agreement, and the rights, covenants, conditions and obligations of the Contractor and the State contained therein, shall be binding upon the parties and their successors, assignees and legal representative.

CONTRACTOR IDENTIFICATION NUMBER

Each Contractor who enters into a contract with the State must provide their Federal Employee Identification Number (FEIN) or Social Security Number (SSN) whichever is applicable.

COMPLIANCE WITH LAW AND REGULATIONS

It is expressly understood and agreed that the Contractor, and its subcontractor(s) shall comply with all applicable laws, ordinances, regulations, and permit requirements of the State of California and all policies of the Department of Boating and Waterways for all work performed under this Agreement.

Contractor, by signing this Agreement, certifies compliance and the compliance of all subcontractors with: (a) applicable California Environmental Quality Act requirements prior to start of work; (b) Nondiscrimination Program requirements of Government Code §12990 (a-f) and Title 2 CCR, § 8103 (and § 8113 in contracts over \$5,000) along with § 7285 et. seq. of the Fair Employment and Housing Act; (c) Drug-Free Workplace requirement of Government Code § 8350 et seq.; (d) National Labor Relations Board Certification of Public Contract Code § 10296; (e) Workers' Compensation requirement of Labor Code § 3700; and (f) Americans with Disabilities Act regulations issued pursuant to 42 USC § 12101 et seq.

The Contractor shall include the signing under penalty of perjury requirement of all clauses in all subcontracts to perform work under this Agreement.

INCORPORATION OF AMENDMENTS TO APPLICABLE LAWS

Any reference to section of federal of federal or state statutes or regulations shall be deemed to include a reference to any amendments thereof and any successor provisions thereto.

COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

COMULATIVE REMEDIES

The rights and remedies provided herein are cumulative and are not exclusive of any rights or remedies, which any party may otherwise have at law or in equity.

DISPUTES AS TO CONTRACT REQUIREMENTS

Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time (ten days) by the Contractor and State employees normally responsible for the administration of this contract shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution (Public Contract Code Section 22200 and California Code of Regulations, Title 1, Section 300 et seq.). Failure by the contractor to submit a protest within the specified time frame will constitute a waiver of any and all rights to an adjustment.

DUE ORGANIZATION

The Contractor is duly organized, validly existing and in good standing under the laws of the State of its incorporation or organization.

ENTIRE AGREEMENT/INCORPORATED DOCUMENTS/ORDER OF PRECEDENCE

This Agreement contains all representations and the entire understanding between the parties hereto with respect to the subject matter thereof. Any prior correspondence, memoranda, or agreements are replaced in total by this Agreement.

This Agreement shall consist of the terms of this Agreement, and all attached documents, which are expressly incorporated herein. In addition to those documents, which are incorporated elsewhere in this Agreement, the following documents are, by this reference, also incorporated herein.

EXECUTION OF CONTRACT

The Contract will be signed by the successful bidder and returned to the Department within ten (10) days of receipt, not including Saturdays, Sundays and legal holidays. Failure to execute the contract as prescribed will be just cause for the annulment of the award.

FORCE MAJEURE

Neither party to this Agreement shall be liable for damages resulting from delayed or defective performance when such delays arise out of causes beyond the control and without the fault or negligence of the offending party. Such causes may include, but are not restricted to, Acts of God or of the public enemy, acts of the State in its sovereign capacity, fires, floods, power failure, disabling strikes, epidemics, quarantine restrictions, and freight embargoes.

KEY PERSONNEL

Attached to this Contract is a resume for each member of the Contractor' staff who will exercise a significant administrative, policy, or consulting role in carrying out the Contractor's responsibilities pursuant to Exhibit A of this Agreement. These personnel shall be hereafter referred to (both individually and collectively) as "Key Personnel".

The Contractor shall not substitute, replace or reassign Key Personnel without the State's prior approval. However, with the State's prior approval, the parties may agree in writing to a change in these Key Personnel, which writing shall become part of this Agreement.

CHANGES IN CONTROL, ORGANIZATION OR KEY PERSONNEL

The Contractor shall promptly, and in any case within five (5) calendar days, notify the State in writing: 1) if any of the Contractor's representations and warranties, as set forth in this Agreement, cease to be true at any time during the term of this Agreement; 2) of any change in the Contractor's staff who exercise a significant administrative, policy, or consulting role under the Agreement, including without limitation the Key Personnel; 3) of any change in the majority ownership, control, or business structure of the Contractor; or 4) of any other material change in the Contractor's business, partnership, or corporate organization. All written notices from the Contractor under this provision shall contain sufficient information to permit the State to evaluate the changes within the contractor's personnel or organization under the same criteria as was used by the State in its award of this Agreement to the Contractor. The Contractor agrees to promptly provide the State with such additional information as the State may request.

LEGAL PROCEEDINGS

Except as specifically disclosed in writing to the State by the Contractor prior to the date hereof, and approved by the State in writing, the Contractor certifies that there are no suite, investigations, or other proceedings pending or threatened against the Contractor which would have an effect on the Contractor's ability to perform under this Agreement.

MATERIAL OWNERSHIP

The Contractor, by signing this Agreement, expressly grants to the Department of Boating and Waterways (DBW) for all copyrightable material, including but not limited to, works of art and original work of authorship first produced, composed or authored in the performance of this Agreement, a royalty-free, paid-up, non-exclusive, irrevocable, nontransferable, license to produce, translate, publish, use, dispose of, reproduce, prepare derivative works based on, distribute copies of, publicly perform, or publicly display, and to authorize others to produce, translate, publish, use, dispose of, reproduce, prepare derivative works based on, distribute copies of, publicly perform, or publicly display such copyrightable material.

Contractor, by signing this Agreement, expressly conveys to the DBW all ownership of the master copies of the physical embodiments of the works of art and authorship produced under this Agreement. Contractor agrees it does not reserve any rights to these master copies.

Contractor shall obtain these same rights for the DBW from all subcontractors and others who produce copyrightable material, works of art, or works of authorship under this Agreement. Contractor shall incorporate these paragraphs, modified appropriately, into its Agreements with subcontractors. No subcontract shall be entered into without these rights being conveyed to DBW by the Contractor.

All products produced by the Contractor or subcontractors and delivered to DBW pursuant to the Agreement shall become the exclusive property of DBW and may be copyrighted by DBW and shall be released to DBW by the Contractor and / or subcontractors, unless otherwise stipulated, in writing, by the appropriate Contract representative.

OUTSIDE SERVICES

It is understood and agreed that, at its discretion, the State reserves the right to obtain media services outside the terms of this Agreement.

POTENTIAL SUBCONTRACTORS

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

The Contractor shall obtain prior written approval from the State before subcontracting any of the services delivered under this Agreement unless approval of the subcontract is included in the Agreement. Any subcontracting will be subject to applicable provisions of this Agreement, and all State and Federal regulations. The Contractor shall be held responsible by the State for the performance of any subcontractor.

The Contractor shall include the signing under penalty of perjury requirement of all clauses in all subcontracts to perform work under this Agreement.

POWER AND AUTHORITY

The Contractor represents and warrants that it has the power and authority to enter into this Agreement and to carry out its obligations hereunder. The execution of this Agreement has been duly authorized by the Contractor and no other proceeding on the part of the Contractor is necessary to authorize this Agreement. The person signing this Agreement warrants that he/she is an agent of the Contractor and is duly authorized to enter into this Agreement on behalf of the Contractor.

PUBLICITY

The Contractor shall issue no publicity release or announcement concerning this Agreement or the transactions contemplated herein without advance written approval by the State.

PENALTIES

Failure by the Contractor to provide the proposed level of RFP bonus media match during the term of the contract will result in a 10% penalty assessed against the contract funds due. The penalty shall be calculated as “total value of RFP Bonus media proposed x 10%”. This amount will be deducted from the contract payments due to the contractor.

RENEWAL OPTION

Subject to available funding and satisfactory performance, the State shall have the option of renewing this year Agreement for two (2) consecutive years. However, the total duration of this Agreement, including the exercise of any option(s) under this clause, shall not exceed three (3) years. The same terms and conditions will apply each year as specified herein.

REPORTS AND/OR MEETINGS

The Contractor shall provide oral or written progress reports as requested by the State to determine whether the Contractor is performing to expectations or is on schedule, to provide communication of interim findings, and to afford occasions for discussing and resolving problems encountered.

The Contractor shall meet with the State upon request to discuss progress on the Agreement or to present findings, conclusions and recommendations.

PERMITS AND LICENSES

The Contractor shall procure and keep in full force and effect during the term of this Agreement all permits and licenses necessary to accomplish the work contemplated in this Agreement.

REPORTABLE PAYMENT IDENTIFICATION AND CLASSIFICATION REQUIREMENTS

Contractor shall comply with State and Federal Reportable Payment Identification and Classification Requirements by fully completing the "Payee Data Record" Std. 204 (Attachment D). Contractor understands and agrees that if he/she does not fully complete the Payee Data Record, the State shall reduce the total contract amount by twenty-one (21) percent for federal backup withholding and seven (7) percent for State income tax withholding.

REPORTING ACCURACY

The Contractor certifies that all reports, documents, instruments, papers, data, information and forms of evidence delivered to the State with respect to this Agreement are accurate and correct, and complete insofar as completeness may be necessary to give the State true and accurate knowledge of the subject matter thereof, and do not contain any material misrepresentations or omissions.

RESPONSIBILITIES OF THE PARTIES

Upon notice of termination on any basis under this Agreement the responsibilities of the parties shall be as follows: 1) Upon receipt of any notice terminating this Agreement, the Contractor shall immediately discontinue all services affected, unless the notice directs otherwise. 2) The Contractor shall cooperate

fully and completely with the State and any of its Contractors both during and after the termination and transfer process.

RIGHT TO TERMINATE

The State reserves the right to terminate this contract subject to thirty (30) days written notice to the Contractor. Contractor may submit a written request to terminate this contract only if the State should substantially fail to perform its responsibilities as provided herein.

It is understood that the State will pay the Contractor for satisfactory services rendered prior to the termination, but not in excess of the amount payable pursuant to the terms of this Agreement or in excess of the maximum amount.

If after notice of termination for failure to fulfill contract obligations pursuant to this Agreement, it is determined that Contractor had not so failed, the termination shall be deemed to be effected for the convenience of the State pursuant to above-mentioned paragraph.

TAXES

The State is exempt from federal excise taxes and shall not make any payment for any personal property taxes levied on the Contractor or any taxes levied on employee wages. The only taxes the State will pay on the services rendered pursuant to this Agreement are state and local sales or use taxes.

TERMINATION FOR INSOLVENCY

Contractor shall notify the State immediately in writing in the event that Contractor files any federal bankruptcy action or state receivership action, any federal bankruptcy or state receivership action is commenced against Contractor, Contractor is adjudged bankrupt, or a receiver is appointed and qualifies. In the event of any of the foregoing events, or if the State determines, based on reliable information, that there is a substantial probability that Contractor will be financially unable to continue performance under this Agreement, The State may terminate this Agreement and all further rights and obligations immediately by giving five (5) days' notice in writing.

TITLES/SECTION HEADINGS

Titles or headings are not part of this Agreement, are for convenience of reference only, and shall have no effect on the construction or legal effect of this Agreement.

NOTICE OF PROCEEDINGS

The Contractor shall promptly notify the State in writing of any investigation, examination or other proceeding involving the contractor, or any Key Personnel, commenced by any regulatory agency which proceeding is not conducted in the ordinary course of the Contractor's business.

NOTICE

Notice to either party may be given by certified mail properly addressed, postage fully prepaid, to each respective party. Such notice shall be effective when received, as indicated by post office records, or if deemed undeliverable by post office, such notice shall be effective nevertheless 10 days after mailing. Such notice shall be deemed effective when delivered unless a legal holiday for state offices commences

during the 24-hour period, in which case the effective time of the notice shall be postponed to the next working day. The address to which the notices shall be mailed as aforesaid to either party shall or may be changed by written notice given by such party to the other, as hereinbefore provided; but nothing herein contained shall preclude the giving or any such notice by personal service.

All official communication from the Contractor to the State shall be directed to Jana Clarke.

CONTRACTOR:

NAME:

ATTN:

ADDRESS:

CITY/STATE/ZIP:

PHONE:

FAX:

STATE:

Department of Boating and Waterways

Attn: Kevin Atkinson

2000 Evergreen Street, Suite #100

Sacramento, CA 95815

Phone: (916) 263-8149

Fax: (916) 263-0648

WAIVERS

No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any right, power or privilege hereunder, nor any single or partial exercise of any right, power or privilege hereunder, preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

WORK PERFORMANCE

The Contractor is hereby advised that performance under this contract may be evaluated on State Standard Form 4.

DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION (DVBE)

DVBE requirements are associated with this contract. DVBE requirements can be found at the Internet web site www.pd.dgs.ca.gov/dvbe.